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ABSTRACT

This agreement between the Board of Junior College District No. 515 (Counties of Cook, Will, and State of Illinois) and Prairie State College Chapter of the Cook County Teachers Union, Local 1600 American Federation of Teachers AFL-CIO covers the academic year 1972-1974. Articles of the agreement cover recognition and representation, union-board relations, board rights, conditions of employment, salary and rates of pay, insurance, grievance procedure, noninterruption of work, entire agreement, precedence of agreement, savings, definitions, and terms of agreement. (MJM)

Prairie State College
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A G R E E M E N T

Between

BOARD OF JUNIOR COLLEGE DISTRICT NO. 515.
COUNTIES OF COOK, WILL, AND STATE OF ILLINOIS

And

PRAIRIE STATE COLLEGE CHAPTER OF
THE COOK COUNTY TEACHERS UNION, LOCAL 1600
AMERICAN FEDERATION OF TEACHERS
AFL-CIO

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
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AGREEMENT

THIS AGREEMENT, together with the attached Appendices which are an integral part of this Agreement and by this reference incorporated herein, is entered into by and between the BOARD OF JUNIOR COLLEGE DISTRICT NO. 515, COUNTIES OF COOK, WILL, AND STATE OF ILLINOIS (herein called the "Board") and the Prairie State College Chapter of the COOK COUNTY TEACHERS UNION, LOCAL 1600, AFL-CIO (herein called the "Union"), as sole and exclusive bargaining agent for the full-time faculty members, as defined herein. The Agreement shall also be binding upon the parties' respective successors:

PREAMBLE

WHEREAS, the Union has been designated as the bargaining representative by a majority of the full-time faculty members;

WHEREAS, the Board and Union have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the full-time faculty insofar as such practices

and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Prairie State College and are consonant with the paramount interests of the public and the students of Prairie State College;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by statute, for the salary schedule, fringe benefits and conditions of employment of the full-time faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Prairie State College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

Recognition and Representation

Section 1.1. Recognition. The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time faculty members for the period June 7, 1972, through the academic year 1973-74. No positions in the

bargaining unit shall be eliminated where there is no substantial change in job duties or responsibilities.

Section 1.2. Meeting with Other Faculty Organizations. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organizations, including the faculty association, representing full-time faculty members for the purpose of hearing the views and proposals of such employee or such employee organization, provided that as to those matters covered by this Agreement no change or modification shall be made except through negotiation and agreement with the Union.

Section 1.3. Representation. Recognition by the Board of the Union as the sole and exclusive bargaining agent shall continue through the term of this Agreement. Prior to the expiration date of this Agreement, the Board shall determine whether or not it shall recognize the Union for the succeeding academic year.

ARTICLE II

Union-Board Relations

Section 2.1. No-Discrimination. The Board and the Union agree not to interfere with the right of faculty members covered by this Agreement to become or not become members of the Union and that there shall be no discrimination against any faculty members covered by the Agreement because of Union membership or non-membership. The Board and the Union agree not to discriminate against any faculty member covered by this Agreement on account of sex, race, creed, or national origin. Membership in the Union or any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member covered by this Agreement. The Board will not discriminate in hiring, tenure or continuity of employment or in promotional opportunities or otherwise because of membership or lawful organizational activities in the Union or any other employee organization or to participate in any such activities.

Section 2.2. Dues Check-off. Upon receipt of a lawfully written authorization from a full-time faculty member,

which may be revoked in writing at any time, the Board agrees to deduct the regular monthly Union dues of such full-time faculty member from his pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the College harmless against any and all claims, suits, orders, or judgments brought or issued, against the College as a result of any action taken or not taken by the College under the provisions of this Section.

Section 2.3. Board Meetings. Copies of the agenda and the minutes of any Board meeting will be distributed to the Union Chapter President from the office of the College President. The Union shall be accorded the same right to attend and address the Board as any other organization. The Union shall be provided in advance copies of any materials furnished to representatives of the press and other college organizations.

Section 2.4. Meetings with the President. At the request of either party, the President and his designee and the Chapter President and his designee shall meet within a reasonable period of time to discuss matters relating to this Agreement. The Chapter President and his designee shall suffer no loss in pay while attending any such meeting. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time.

Section 2.5. Use of Facilities and Equipment. The Union shall have the same right as other interested groups to use the facilities and equipment of the Board. Use of said facilities and equipment shall be coordinated by the office of Vice-President for Instructional Services or other appropriate administrative officers.

Section 2.6. Leaves of Absence for Union Officers. In the event a full-time faculty member accepts full-time employment with the Union, he may apply for a leave of absence as provided in Section 4.60 of the 1968 edition of the Policies and Procedures Manual.

Section 2.7. Chapter Meetings. On notice to the President, the Union Chapter President shall have the right to schedule Union Chapter meetings during normal operating hours in the facilities of the College, provided no meetings of the faculty have been scheduled for the same time and provided no faculty member shall be released from his scheduled classes to attend such meetings. After a Union Chapter meeting has been scheduled, no new meetings involving Union members shall be scheduled or held at the same time.

Section 2.8. Meetings of Union House of Representatives. No classes of four (4) members of the Union House of Representatives shall be scheduled on Fridays which will end after 12:00 P.M. The names of said representatives shall be supplied to the Administration. The Union agrees that during the term of this Agreement it will not increase the present basis of representation in the House of Representatives allowable under its constitution.

Section 2.9. Information to the Union. The Board shall make available to the Union any records, reports, and other

written documents which have been made available to the press.

Section 2.10. Review of Forms. The language of any new or revised forms used to carry out the provisions of this Agreement shall be presented to the Union for review prior to being implemented.

ARTICLE III

Board Rights

Section 3.1. Board Authority. The Board, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the College District conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right:

(1) To maintain executive management and administrative control of the College District and its properties and facilities and the professional activities of its employees as related to the conduct of College affairs;

(2) To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

(3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(4) To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended.

(5) To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of those in the bargaining unit.

Section 3.2. Board Responsibilities. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Junior College Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

Conditions of Employment

Section 4.1. Academic Freedom. Each member of the faculty is a member of a learned profession and an officer of an educational institution. When he speaks or writes, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at

all times be accurate, should show respect for the opinion of others, and should make every effort to indicate that he is not an institutional spokesman. The Board recognizes its responsibility to protect and encourage the search for truth and its dissemination, as each member of the faculty must recognize his obligations in these matters.

Section 4.2. Course Content. Within the broad framework of academic freedom affirmed above, the faculty shall continue to have the individual right and responsibility to determine course content and textbooks, subject to applicable written departmental and college policy and procedure.

Section 4.3. Administration and Faculty. No agreement signed with the student governing body nor any agreement hereafter approved by the President or the faculty with the student groups or any other external groups shall abrogate the rights of faculty members under this Agreement.

Section 4.4. Benefits of Faculty Members. All present and new faculty members shall be given a copy of this Agreement, the 1968 edition of the Policies and Procedures Manual, and insurance information.

Section 4.5. Rights of Faculty Members. In the event of any conflict between the terms of an individual contract of employment and the terms of this Agreement, the latter shall be controlling.

Section 4.6. Personal File. Upon appropriate request, a faculty member covered by this Agreement may review his personal cumulative file which is the only official file, other than his official credentials, but nothing may be removed from said file for the purpose of copying unless such materials are to be used in any litigation or in any arbitration hearing conducted under the terms of this Agreement. A faculty member covered by this Agreement may file a rejoinder in his personal file if he so desires.

Section 4.7. Determination of Seniority. Seniority -- the priority that comes because of length of service in the College -- will be determined within a department of the College on the following basis:

(1) Seniority of faculty members is based on the date of beginning of continuous full-time employment with District No. 206 or District No. 515. Any person hired after September 1967 from District No. 206 will

qualify for seniority from date of beginning of continuous full-time employment with District No. 515.

(2) Conflict of seniority among faculty members with the same beginning date of continuous employment shall be resolved by rotating each year on the seniority roster. Rotation order shall be the same as the chronological order in which their contracts were signed.

(3) Any faculty member who accepts an administrative appointment after July 1, 1972 shall not accrue departmental seniority during the time he serves as an administrator.

Section 4.8. Qualification to Teach. The qualification of a faculty member to teach specific courses other than general education courses or in particular fields shall be determined by policy adopted by the department and approved by the Vice-President, Instruction. Such policy shall be on file in the department and the Office of Vice-President of Instructional Services.

Section 4.9. Scheduling. Scheduling of faculty assignments to regular academic programs during the academic year shall be determined in the following order:

(1) Availability of work;

(2) Qualification of the faculty member as provided in Section 4.8;

(3) Where two persons are equally qualified, seniority within a department shall govern, subject to the following qualifications:

(a) A senior faculty member may not exercise a choice of a second elective course within his subject or field of teaching within his program each semester until other members of his department qualified in the same subject or field have made a first choice of electives in the order of their seniority. The same principle of alternating choices shall apply until all electives are assigned;

(b) In the event two or more members of a department wish to have a particular pattern of days or hours in their teaching program, then the most senior shall have departmental preference and assignments to programs shall proceed in order of seniority;

(c) All faculty members shall have an obligation to teach their fair share of subjects within the general education core taught by their department.

Section 4.10. Application of Departmental Seniority and Rotation to Work above the Regular Course Load. (a) Where extra work is available in a department, a list of such extra work shall be posted by the Department Chairman in that department as soon as the information becomes known to him.

(b) After qualification for extra work has been determined, based upon the criteria set forth in Sections 4.8, 4.9 and 4.10 (d), seniority and rotation will be the basis for assigning extra work.

(c) Rotation lists, based on seniority and the past amount of work assigned, will be maintained by the Department Chairman and posted in a conspicuous place in each department. The first rotation list shall take into account all extra work assigned since June 10, 1969, and shall be in effect as of that date. The Department Chairman shall revise the rotation list each semester or term and shall post the revised list sufficiently in advance of the next semester or term so that all members of the department will be able to determine their eligibility for extra work assignments before the new semester or term begins.

(d) The number of points based on the amount of extra work assigned in the past will determine the eligibility of the faculty member for extra work, with those who have the fewest number of points given priority. Seniority will be the deciding factor as between two or more faculty members having the same number of rotation points. Seniority shall also decide the assignment to particular courses or programs of extra work as between two or more faculty members eligible for such extra work.

(e) In determining the number of points of extra work assignments, extra work performed for any reason shall be counted. Whenever it is necessary, the administration shall provide information about previous extra work assignments.

(f) One three-hour overtime class based on equalized semester credit hours shall count as one point of extra work assignment during the academic year. During the summer session, one such three-hour class shall count as one and one-half points of extra work assignment. Courses which carry either more or less than such three hours shall have points ratings in proportion, e.g., a two-hour course will count as two-thirds of a point (.67); a five-hour course will count as one and two-thirds points (1.67), etc.

(g) New faculty members will be assigned to the bottom of the rotation list in the order of their seniority, and will be credited with the same number of points of extra assignment as that accumulated by the faculty member with the highest number of points on the rotation list.

(h) Qualified faculty members as defined shall be given preference in extra work assignments over non-faculty members.

Section 4.11. Registration Duties. One Faculty member chosen by the members of his department shall be present from each department for consultation during regular registration periods. Faculty members shall not be assigned clerical duties during registration periods other than those incidental to advisement. All preregistration and post-registration duties shall be handled exclusively by the counseling department and administrative staff; this does not preclude appropriate departmental counseling.

Section 4.12. End of Term Activities. Duties of faculty members during the end-of-term period shall consist of final examinations, grading, recording of grades, submitting a complete grade report to the Office of Admissions, as well as other duties assigned by the Department. During the end-of-term period faculty members will schedule one (1) hour for student conferences per day.

Section 4.13. Class Lists. Each faculty member shall be provided with his class lists on the 1st day of classes.

Each faculty member shall submit his class lists indicating thereon the names of any students listed that did not attend class during the period noted and shall list the names and social security numbers of students not appearing on class lists who have been in attendance. The report shall be submitted at the end of the second full week of classes.

Section 4.14. Credit Union. Faculty members who wish to participate in the College and University Credit Union or the Bloom Township High School Credit Union shall be allowed to do so through payroll deductions. Persons can only participate in one of these programs through payroll deductions.

Section 4.15. Teaching Programs. (1) The Vice-President of Instruction will establish a master schedule of sections, courses, and hours for the college. The scheduling of courses and hours within the master schedule will be determined by the Department Chairman in consultation with the faculty member subject to the limits established by the seniority provisions of the Agreement. If any changes are necessary after the schedule has been adopted, the

Department Chairman shall make every effort to consult with the affected member in the interest of arriving at the best solution for all concerned.

(2) Faculty members shall be present on campus for all professional duties and obligations, including classes, departmental meetings, faculty meetings called by the President, and student conference hours. Each faculty member shall schedule a minimum of four (4) hours for student conferences per week. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member.

(3) No faculty member shall be required to teach classes beginning after 4:00 p.m. Monday through Friday, without his written consent unless scheduling is such as to preclude a full-time day assignment. In such case the faculty member may be assigned one course after 4:00 p.m. which contributes to the full-time assignment and this course will not qualify for overload payment.

(4) Sponsorship of all student clubs shall be on a voluntary basis.

Section 4.16. Faculty Projects. Requests for released time for curriculum development must be submitted through the Department Chairman to the appropriate Dean or Vice President.

Said requests shall receive consideration only if they have been provided for in the departmental budget.

Section 4.17. Tenure. For the academic year 1972-73, the decision to grant or not to grant tenure to a full-time faculty member will be made by the Board at its discretion after three (3) or four (4) years of continuous full-time employment. For the academic year 1973-74, the decision to grant or not to grant tenure to a full-time faculty member will be made after three (3) years of continuous full-time employment.

Section 4.18. Parking at Main Campus. The Board agrees to continue to provide parking space at no cost for all faculty members covered by this Agreement at the Main Campus located at 197th and Halsted Streets, Chicago Heights, Illinois.

Section 4.19. Travel Expenses. Effective the beginning of the fall session 1970, a faculty member shall receive 10¢ per mile for travel, which is required by their direct assignment. At the end of each month, claims will be submitted to the appropriate supervisor for approval with proper documentation. Travel to and from home is excluded.

Section 4.20. Teaching Load. (1) The contracted semester load of a full-time faculty member shall be fifteen (15) equalized semester credit hours for all departments and programs as determined by the following formula:

Step No. 1	Total contact hours (minus) Total credit hours.
Step No. 2	The difference in Step No. 1 (times) .85 (plus) total credit hours (equals) Equalized Credit Hours.

(2) In the event that contact hours exceed credit hours and several sections are combined for lectures, or an individual faculty member has three or more distinct preparations, contact hours will be used.

(3) The normal load for faculty members in the English Department will be 15 equalized semester hours; however,

faculty assigned two or more composition classes in English 101 or 102 will have a load of 12 equalized semester hours, and maximum class size shall be 30.

(4) For most faculty members the contact hour appears on the master schedule. However, for faculty members assigned to audiotutorial labs, new programs, private music lessons, and practicums, the number of contact semester credit hours will be determined by a committee composed of the faculty member, the appropriate Department or Program Chairman, the appropriate Dean or the Vice-President, and a member of the Union executive board. Subject to the approval of the President, the committee will determine the appropriate number of contact semester hours which will be used to calculate the teaching load.

(5) Should a faculty member's load fall below 14 equalized semester credit hours, he shall be assigned appropriate duties to achieve a normal load by a committee composed of the faculty member, the appropriate Department Chairman, and the appropriate Dean or Vice-President.

(6) In the event the faculty member's load exceeds 15 equalized semester credit hours, he shall be paid on an

overload basis. Compensation for overloads will be calculated by multiplying the appropriate rate times the amount that the total equalized semester credit hour assignment exceeds 15.

(7) A faculty member, with his consent, may be assigned an overload for any semester. The maximum equalized semester hours that can be assigned to a faculty member is 22, or 15 hours plus one course.

Section 4.21. Horizontal Salary Increments on the Salary Schedule. If prior to the commencement of the fall or spring term a faculty member covered by this Agreement submits official transcripts of approved, completed graduate hours sufficient for a horizontal increment, said faculty member shall receive the horizontal increment at the start of said fall or spring term.

Section 4.22. Pay Period. The existing practice of offering faculty members covered by this Agreement the option of receiving their pay in twenty (20) or twenty-four (24) equal payments shall continue for the term of this Agreement.

Section 4.23. Automatic Increment. No full-time faculty member covered by this Agreement shall be denied an annual increment without cause stated in writing to the faculty member.

Section 4.24. Leaves.

(1) Sick Leave. (a) Each full-time member of the academic staff shall be entitled to twelve (12) days of sick leave at full pay each full year accumulative to one hundred and forty-four (144) days.

(b) In the event of twelve (12) or more days of consecutive illness, the College may require a faculty member to submit to an examination by a physician to determine the nature of his temporary disability. Upon making application to resume his duties following a temporary disability, the Board may require an examination by a physician to determine his fitness to resume his full-time duties.

(c) Each tenured faculty member who has exhausted his accumulated sick leave shall be given up to twenty (20) days of additional sick leave during his tenure at Prairie State College.

(d) There shall be no charge against a faculty member's sick leave if another faculty member teaches his class without being paid for the class. The Vice President of Instruction will be notified.

(e) Each faculty member shall receive a statement of his/her accumulated sick leave bank with his/her first paycheck of the fall semester.

(2) Personal Leave. Each faculty member shall be granted two (2) days annually without loss of pay for personal leave upon notifying his immediate supervisor at least twenty-four (24) hours in advance. This will not be accumulative.

(3) Emergency Leave. An eligible faculty member covered by this Agreement will be granted emergency leave by the President up to three (3) days with no loss in pay in the event of death of parent, spouse, child, brother, sister, mother-in-law, father-in-law or other member of the immediate household.

(4) Jury Duty. Faculty members who are summoned to court to perform jury duty or who are subpoenaed to attend court to testify in matters in which they have no personal or

pecuniary interest shall suffer no loss of salary thereby, but they shall be required to remit to the Board any sums of money they receive in compensation for such duty or attendance.

(5) Maternity Leave. Upon request, a faculty member covered by this Agreement shall be granted a maternity leave without pay for a period not to exceed two (2) years. Insofar as possible, a maternity leave shall commence with the beginning of the fall or spring term. A faculty member on maternity leave shall return only at the beginning of the fall or spring term. Upon return from a maternity leave, a faculty member shall be placed at the step specified in her current contract, or, in the event of a maternity leave that extends beyond the term of her current contract, she shall be eligible, pursuant to Section 4.23 of Article IV of this Agreement, for advancement to the next succeeding step. Absence on maternity leave shall not be included in determining seniority. Maternity leave granted to a non-tenured faculty member shall not extend beyond the termination date of her current contract.

Maternity leave shall not be considered a break in continuous service provided, however, the period of absence on such leave shall be excluded in computing the necessary period of time for tenure. The group insurance program provided for full-time faculty members pursuant to Section 6.1 of this Agreement shall be continued for a period of up to one (1) year while on maternity leave.

Section 4.25. Department Chairman. (1) The appointment procedure shall be as follows:

(a) To be eligible for a Department Chairman, a faculty member must have one-half (1/2) of his assignments in the particular instructional area and not hold any appointed directorship.

(b) In all departments full-time department members shall annually cast a secret preferential ballot for three eligible members in the order of his preference provided that in departments with less than three (3) full-time department members, each full-time department member shall annually cast a secret preferential ballot ranking the eligible full-time department members in the order of his preference. Department Chairmen shall be approved annually by the President and the Vice-President of Instructional Services from one of the up to three members receiving the highest number of votes.

(2) The removal procedure shall be as follows:

(a) If any problem concerning a Department Chairman is raised by members of the department or by the Vice-President of Instructional Services, an attempt will be made first to resolve the problem within the department involved.

(b) A Department Chairman may be removed at the request of one or more full-time members of the department involved or at the request of the Vice-President of Instructional Services if the Vice-President of Instructional Services and a majority of the full-time department members (excluding the Department Chairmen) agree.

Section 4.26. Counselors and Librarians. The normal work load will be thirty-five (35) hours per week excluding lunch. However, they shall not be required to work more than seven (7) hours per day. Their duties are defined in the 1968 edition of the Policies and Procedures Manual.

Section 4.27. Compensation for Department Chairmen. Department Chairmen who do not qualify for released time as defined in 4.25, (3) a-5 of the 1968 edition of the Policies and Procedures Manual will be paid $250 upon completion of the academic year.

Section 4.28. Summer School Guarantee.

If a faculty member is scheduled to teach a course in the summer session which has been offered and completed in the two immediately preceding summer sessions and said course is cancelled and said faculty member has no other summer session teaching assignment, he will be assigned to another course he is qualified to teach or to administrative research, curriculum development, or comparable responsibilities provided, however, that faculty members covered by this Agreement shall not be displaced as the result of any alternative course assignment. A faculty member so assigned shall be paid according to the current summer session pay schedule for the course that was cancelled if he accepts said alternative assignment. Acceptance of an alternative assignment as herein provided shall be at the discretion of the faculty member involved.

Section 4.29. Summer School Stipend.

Each full-time faculty member who teaches two or more equalized semester hours during the summer session will be paid a stipend of $200 to compensate for incidental activities performed in relation to the academic year.

Section 4.30. Overload Incentive Stipend. Any faculty member who teaches three or more equalized credit hours above 15 during the fall or spring semester shall receive an overload incentive stipend of $25 per semester.

Section 4.31. Class Size. Capacity of class size shall be determined by the department after consultation with the Vice-President of Instructional Services. Such limits shall be exceeded only after agreement with the faculty member involved. Class size limitations utilized during the 1969-70 academic year shall not be lowered during the term of this Agreement.

Section 4.32. Elimination of Previously Established Programs. Prior to making the final decision with respect to the elimination of a previously established program that has been in existence for at least three years, tenured faculty members that would be directly affected by the elimination of such a program shall have the right to make a presentation to a review committee composed of the College President, the appropriate Dean or Vice-President, a Board member designated by the Chairman of the Board, and where applicable, the Chairman of the Citizen's Advisory Board. The term "program" as used in this section shall mean a program approved by the Illinois Junior College Board leading to a certificate, A.A., A.S., and A.A.S. and appearing in the Prairie State College catalogue. It is specifically understood that the right to decide whether a given program shall be continued or eliminated rests with the Board.

ARTICLE V

Salary and Rates of Pay

Section 5.1. Overload. Overloads will be paid according to the following schedule:

0-4 years	$220 per equalized semester hour
5-9 years	$230 per equalized semester hour
10-15 years	$240 per equalized semester hour

Section 5.2. Full-time Academic Salary Schedule. All full-time faculty members shall receive a salary for the 1972-73 academic year in accordance with their placement on the salary schedule set forth in Appendix A. All full-time faculty members shall receive a salary for the 1973-74 academic year in accordance with their placement on the salary schedule set forth in Appendix B.

Section 5.3. E Factor. If Department Chairmen, directors, counselors, librarians and program coordinators are employed beyond the academic year, a daily E factor of .0036 will be used in computing their salary as follows:

Number of days employed times
.0036 times base salary.

A director of a program area in the occupational services may elect, with the approval of the Dean of Occupational Services, either a contract based on an E factor listed in Section 4.145 of the 1968 edition of the Policies and Procedures Manual (it being understood that use of this index is based upon 190 working days during the academic year) or the method outlined above.

ARTICLE VI

Insurance

Section 6.1. Group Insurance. The group insurance program initiated in 1969 shall be provided for all full-time faculty. The Board will pay up to $275 of the cost of the College group insurance program for any full-time faculty members covered by the parties Agreement and who have elected family coverage.

ARTICLE VII

Grievance Procedure

Section 7.1. Definition and Procedure. A grievance is a difference of opinion with respect to the meaning or application of the terms of thi Agreement or a difference

of opinion with respect to the meaning or application of Board policies as provided for in the 1968 edition of the Policies and Procedures Manual which relate directly to the salaries, fringe benefits, and employment conditions. Except as provided in Section 7.6, grievances shall be processed as follows:

STEP 1: Any faculty member covered by this Agreement who has a grievance shall submit it to the appropriate Dean or person who is designated for this purpose by the Board. The Dean or person designated for this purpose shall give his oral answer within three (3) school days after such presentation. In the event no such Dean or person is designated by the Board, such faculty member shall initiate his grievance at Step 2.

STEP 2: If the grievance is not settled in Step 1 and the faculty member wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Vice-President as designated by the Board, within three (3) school days after the designated Dean's answer in Step 1 and shall be signed by both the employee and the designated union representative. The Vice-President, or his representative, shall discuss the grievance within three (3) working days with the designated union representative at a time mutually agreeable to the parties. If no settlement is reached, the Vice-President or his representative, shall give his written answer to the Union within three (3) school days following their meeting.

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred in writing by the Union to the President within three (3) school days after the Vice-President's answer in Step 2. The President, or his representative, shall discuss the grievance within three (3) working days with the designated Union representative at a time mutually agreeable to the parties. If no settlement is reached, the President, or his representative, shall give his written answer to the Union within three (3) school days following their meeting.

Section 7.2. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within five (5) school days after receipt of the President's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) school days after receipt of the notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Aribtration Association to submit a panel of five (5) arbitrators. Both the Board and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The remaining person shall be the arbitrator.

The arbitrator shall be notified of his selection by a joint letter from the Board and the Union requesting that he set a time and place, subject to the availability of the Board and Union representatives.

Section 7.3. Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or the 1968 edition of the Policies and Procedures Manual. He shall consider and decide only the specific issue submitted to him in writing by the Board and the Union and shall have no authority to make a recommendation on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his recommendation within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The recommendation shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement or the 1968 edition of the Policies and Procedures Manual to

the facts of the grievance presented. The recommendation of the arbitrator shall be final and binding.

Section 7.4. Expenses of Arbitration. The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

Section 7.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within 30 days after the last asserted violation of the Agreement giving rise to the grievance.

Section 7.6. Union Grievances. The Union shall have the right to use the grievance procedure starting at Step 1 or Step 2 and as defined in Section 7.1. Union grievances fall into the following two categories:

(1) Those alleged violations of this Agreement relating directly to Union rights;

(2) Those that relate to classes of full-time faculty members.

ARTICLE VIII

Non-Interruption of Work

Neither the Union nor any of the faculty members covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of Prairie State College regardless of the reason for so doing. Any or all faculty members who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Board. Any faculty member(s), whether tenured or not, who is discharged or disciplined, including suspension without pay, for violation of the terms of this Article may file a grievance under Article VII alleging he did not violate said terms. In the event the grievance is appealed to arbitration, the decision of the arbitrator shall be final and binding on the Board, the Union, and the faculty member(s) involved.

ARTICLE IX

Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited

right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

No policies, practices or procedures as provided for in the 1968 edition of the Policies and Procedures Manual which relate directly to salaries, fringe benefits, and employment conditions shall be changed during the term of this Agreement.

ARTICLE X

Precedence of Agreement

If there is any direct conflict between the expressed terms of this Agreement and Board rules, or the 1968 edition of the Policies and Procedures Manual, this Agreement shall take precedence.

ARTICLE XI

Savings

If any provision of this Agreement is subsequently declared by the proper legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XII

Definitions

Section 12.1. Faculty Member. The term "faculty member," as used herein, is construed to imply that the faculty member has a direct relationship with the student

in a professional situation, and hence is specifically defined as any one employed full-time by the College as an assigned instructor, Department Chairman and/or director, librarian or counselor.

Section 12.2. Union. The term "Union," as used herein, shall mean the Prairie State College Chapter of Local 1600, AFL-CIO.

Section 12.3. End of Term. Each semester includes a week of registration and related activities and a final exam week. End of term period is defined as the days the College is in session subsequent to the last day of classes and including the last day of the semester.

Section 12.4. Calendar. (See Appendix D)

ARTICLE XIII

Term of Agreement

This Agreement shall become effective _____, 1972, and shall remain in full force and effect until the completion of the spring term for the 1973-74 academic year.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 1972.

BOARD OF JUNIOR COLLEGE DISTRICT NO. 515 COUNTIES OF COOK AND WILL AND STATE OF ILLINOIS

By_____
Its Chairman

_____
Its Secretary

COOK COUNTY COLLEGE TEACHERS UNION, LOCAL 1600, AMERICAN FEDERATION OF TEACHERS, AFL-CIO

By_____
Its Chapter President

_____
Union Negotiator

_____
Union Negotiator

APPENDIX A

1972 - 73

	A1	A	B	C	D	E	F	G
0	6850	8250	8970	9470	9970	10470	11220	11470
1	7170	8620	9370	9910	10440	10960	11720	12020
2	7490	8990	9770	10350	10910	11450	12220	12570
3	7810	9360	10170	10790	11380	11940	12720	13120
4	8130	9730	10570	11230	11850	12430	13220	13670
5	8450	10100	10970	11670	12320	12920	13720	14220
6	8770	10470	11370	12110	12790	13410	14220	14770
7	9090	10840	11770	12550	13260	13900	14720	15320
8	9410	11210	12170	12990	13730	14390	15220	15870
9	9730	11580	12570	13430	14200	14880	15720	16420
10	10050	11950	12970	13870	14670	15370	16220	16970
11	10370	12320	13370	14310	15140	15860	16720	17520
12			13770	14750	15610	16350	17220	18070
13			14170	15190	16080	16840	17720	18620
14			14570	15630	16550	17330	18220	19170
15			14970	16070	17020	17820	18720	19720

APPENDIX B

1973 - 74

	A1	A	B	C	D	E	F	G
0	7150	8550	9270	9770	10270	10770	11520	11770
1	7470	8920	9670	10210	10740	11260	12020	12320
2	7790	9290	10070	10650	11210	11750	12520	12870
3	8110	9660	10470	11090	11680	12240	13020	13420
4	8430	10030	10870	11530	12150	12730	13520	13970
5	8750	10400	11270	11970	12620	13220	14020	14520
6	9070	10770	11670	12410	13090	13710	14520	15070
7	9390	11140	12070	12850	13560	14200	15020	15620
8	9710	11510	12470	13290	14030	14690	15520	16170
9	10030	11880	12870	13730	14500	15180	16020	16720
10	10350	12250	13270	14170	14970	15670	16520	17270
11	10670	12620	13670	14610	15440	16160	17020	17820
12			14070	15050	15910	16650	17520	18370
13			14470	15490	16380	17140	18020	18920
14			14870	15930	16850	17630	18520	19470
15			15270	16370	17320	18120	19020	20020

APPENDIX C

CALENDAR 1972 - 73

Fall 1973	Inclusive Dates
Faculty reports	Sept. 11, 1972
Registration	Sept. 12, 13, 14, 15, 1972
Classes begin	Sept. 18, 1972
Thanksgiving Holiday	Nov. 23, 24, 1972
Christmas recess	Dec. 25 - Jan. 5, 1973
Classes resume	Jan. 8, 1973
Last day of classes	Jan. 19, 1973
Final exams	Jan. 22-27, 1973
Semester ends	Jan. 27, 1973
Inter-semester recess	Jan. 29 - Feb. 2, 1973

Spring 1973	
Registration	Feb. 6, 7, 8, 9, 1973
Classes begin	Feb. 12, 1973
Good Friday Holiday	April 20, 1973
Spring recess	April 23-27, 1973
Classes resume	April 30, 1973
Memorial Day Holiday	May 28, 1973
Last day of classes	June 5, 1973
Final exams	June 6-11, 1973
Semester ends	June 13, 1973

Summer Session 1973	
Registration	June 18, 1973
Classes begin	June 19, 1973
College Holiday	July 4, 1973
Final exams	Aug. 10, 1973
Session ends	Aug. 10, 1973

APPENDIX D

Section 12.4. Calendar. The 1973-74 calendar will not include more than the 1972-73 calendar of 173 days. Revision of the calendar structure will be reviewed and discussed in good faith with the Union prior to the approval of the calendar by the Board.